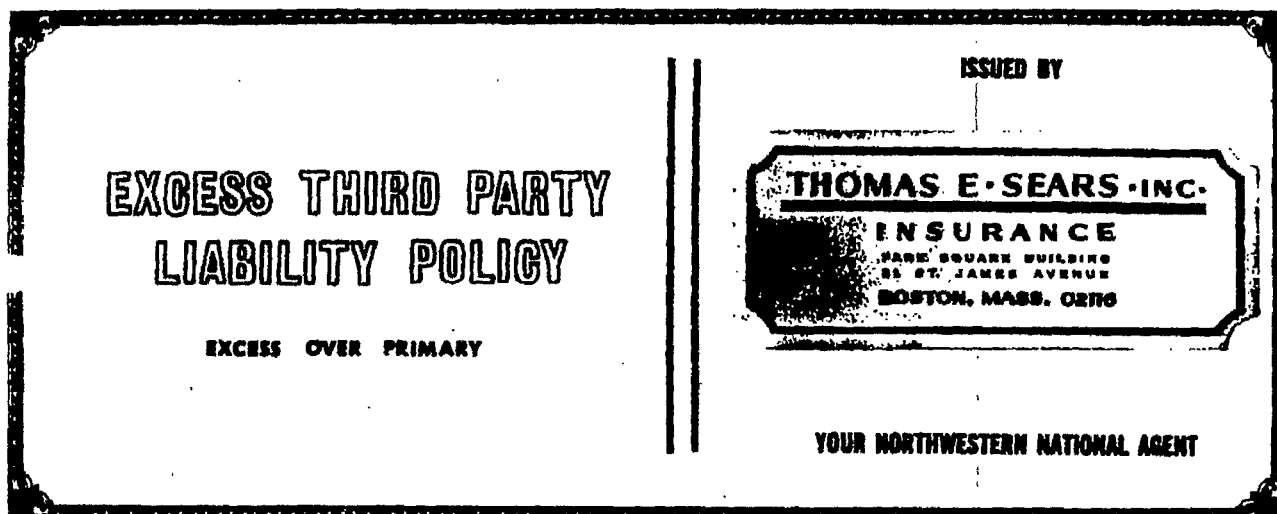
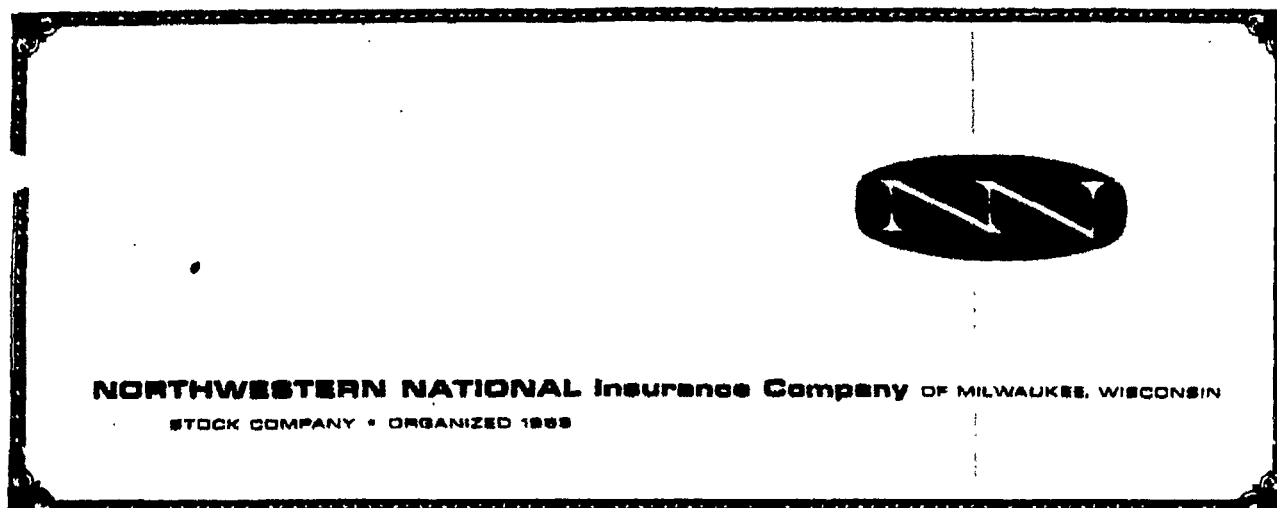


Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719



*Complete copy of policy to C.B. Halloran
(re. C. Bell case) 2/22/73. JM*

YOUR POLICY is written with an Insurance Group that has a background of over 90 years of growth and development.

WRITING a general line of Insurance, we would appreciate your considering us in placing additional protection through your Agent.

WE OPERATE only through agents since we believe that proper protection before a claim and helpful consideration after a claim can best be attained by a local man—your friend and neighbor.

In the event you have any claim, serious or otherwise, you will be glad that your insurance was placed in a strong, experienced Insurance Group and serviced by someone who is always willing to help and advise—our Agent.

• • •

REPORT TO YOUR AGENT all losses which you believe are insured in this policy. The prompt reporting of all losses covered by this policy enables us to render our best service to you. Burglary and theft losses should also be reported to the proper law enforcement agency in your community.

MONS 152693

XIP-7800

EXCESS THIRD PARTY LIABILITY POLICY (EXCESS OVER PRIMARY)

INSURING AGREEMENT

In consideration of the payment of premium stated in the Declarations, the Northwestern National Insurance Company, Milwaukee, Wisconsin, herein called the Company, agree to indemnify the Insured, in accordance with the applicable insuring agreements of the Primary Insurance, against loss subject to the limits stated in Item 4, Section I of the Declarations and as fully, and to all intents and purposes as though the Primary Insurance had been issued for the limits set forth in Item 4, Section III of the Declarations. This Policy shall apply only to coverages for which an amount is indicated in Item 4, Section I, and then only in excess of the corresponding amount as indicated in Item 4, Section II of the Declarations.

DEFINITIONS

1. **Loss.** The word "loss" shall be understood to mean the sum paid in settlements of losses for which the Insured is liable after making deductions for all other recoveries, savings and other insurance (other than recoveries under the policy/ies of the Primary Insurer), whether recoverable or not, and shall include all expenses and costs.
2. **Cover.** The word "cover" shall be understood to mean losses on judgments, investigations, adjustments and legal expenses (including, however, all expenses for salaried employees and retained counsel of and all other expenses of the Insured).
3. **Primary Insurance.** The term "primary insurance" shall be understood to mean the policy (policies) described in Item 3.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Policy or of any endorsement used herewith does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to risks as insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon expiration of the limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law supplementary thereto, or (2) the Insured is, or had the Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to insurance medical or surgical benefit, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or deposited therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time personnel, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the handling by an insured of uranium, materials, parts or equipment in cooperation with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, the exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this Policy

- "hazardous properties" include radioactive, toxic or explosive properties;
- "nuclear material" means atomic material, special nuclear material or byproduct material;
- "source material" means "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law supplementary thereto;
- "spent fuel" means any fuel elements or fuel components, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- "waste" means any waste material (1) constituting byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility located within the definition of nuclear facility under paragraph (a) or (b) thereof;
- "nuclear facility" means
- (a) any nuclear reactor;
 - (b) any equipment or device designed or used for (1) generating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or producing waste;
 - (c) any equipment or device used for the processing, fabricating or shaping of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located exceeds 4 or exceeds more than 20 grams of plutonium or uranium 233 or any combination thereof, or more than 200 grams of uranium 235, (d) any structure, building, equipment, premises or place designed or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to create a critical mass of fissionable material;
- With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

(2)

MONS 152694

No. XLP 401125 (SD 4075).

Renewal of: NEW

DECLARATIONS

Item 1. Name of Insured: **Monsanto Company**
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

Address: No. Street Town County State
 and as further defined in the Primary Policy.

Item 2. Policy Period:
 From Oct. 1, 1970 To Oct. 1, 1973 3 years
 12:01 A.M., Standard time at the address of the insured as stated herein:



EXCESS THIRD PARTY LIABILITY POLICY
(EXCESS OVER POLICY)
UNDERLYING)

Broker - Thomas E. Sears, Inc. 01-1035
 31 St. James Avenue
 Boston, Massachusetts 02116

Underlying

ITEM 3. POLICY INSURANCE:		
INSURER'S NAME	POLICY NO.'S. (Including Renewals or Replacements)	DESCRIPTION OF COVERAGE
As per Insurance Cover Note - NO. SD 4075	Per Cover Note	Excess Broad Form Umbrella Liability Excluding Excess Fidelity

ITEM 4. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all the terms of this Policy having reference thereto.

SECTION I	IN EXCESS OF	SECTION II	SECTION III	COVERAGE
COMPANY LIMITS		UNDERLYING LIMITS	TOTAL LIMITS	
\$ Each Person		\$	\$	A. Bodily Injury Automobile
\$ Each Accident or Occurrence		\$	\$	
\$ Each Person		\$	\$	B. Bodily Injury Except Automobile
\$ Each Accident or Occurrence		\$	\$	
\$ Aggregate Products		\$	\$	
\$ Each Accident or Occurrence		\$	\$	C. Property Damage Auto
\$ Each Accident or Occurrence		\$	\$	
\$ Aggregate Operations		\$	\$	D. Property Damage Except Automobile
\$ Aggregate Protective		\$	\$	
\$ Aggregate Products		\$	\$	
\$ Aggregate Contractual		\$	\$	
\$ See Endt. #2	\$ Each Accident or Occurrence	\$	\$	E. Combined Single Limit Bodily Injury and/or Property Damage
\$ #2 Aggregate	\$	\$	\$	
				F. Other

ITEM 5. PREMIUM COMPUTATION						
PREMIUM BASIS	ESTIMATED PREMIUM	RATE	ESTIMATED PREM.	REPORT PREM.	MINIMUM PREM.	AGENT FEE
Flat Charge	---	---	---	1,875	1,875	N/A

3 Yrs. prepaid

Counter-signed at Milwaukee, Wisconsin on _____ by John M. Hoken
 Authorized Representative

THESE DECLARATIONS TOGETHER WITH FORM _____ DATED _____ XLP SERIES. CONSTITUTE THE ABOVE NUMBERED POLICY

XLP-7800-D

MONS 152695

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that effective April 1, 1972 this Insurance covers the same Named Assured and it subject to the same terms, definitions, exclusions, and conditions (except as regards the premium amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD6051/CX5317 of Underwriters at Lloyd's Of London.

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy		
POLICY NO.	ISSUED TO	EFFECTIVE DATE
XLP 401125	MONSANTO COMPANY	4-1-72



38002-A (3-72)

Countersigned by

AUTHORIZED AGENT

MONS 152696

RECEIVED
NOV 17 1977
INSURANCE SECTION

MONS 152697

ENDORSEMENT NO. 2
1st Revision

It is agreed that Item 4 of the policy declarations
"Limits of Liability" is completed to read as follows:

**Section I - Company Limits - \$1,250,000 (5%) part of
\$25,000,000 excess of \$48,000,000
any one occurrence and in
the aggregate annually
separately in respect of
Products Liability and Personal
Injury by Occupational Disease**

**Section II - Underlying Limits - as per cover note SD 4075
(Copy Attached)**

This endorsement forms a part of and is for attachment to the following described policy issued by the **NORTHWESTERN NATIONAL INSURANCE GROUP** company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENST. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
4	XLP 401125	MONSANTO COMPANY	10-1-70



NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN
NORTHWESTERN NATIONAL CASUALTY COMPANY
AMERICAN PREMIER INSURANCE COMPANY
PACIFIC AUTOMOBILE INSURANCE COMPANY
UNIVERSAL INSURANCE COMPANY
OREGON AUTOMOBILE INSURANCE COMPANY
NORTH PACIFIC INSURANCE COMPANY

38002 (2-69)

Countersigned by


 AUTHORIZED AGENT

MONS 152698

ENDOSEMENT NO. 3

Item 5 of the Conditions is hereby amended in part to read as follows: "This Policy may be cancelled by the Company by mailing to the named Insured at the address shown in this Policy written notice stating when not less than thirty days thereafter such cancellation shall be effective."

This endorsement forms a part of and is for attachment to the following described policy issued by the **NORTHWESTERN NATIONAL INSURANCE GROUP** company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO. 3	POLICY NO. XLP 401125	ISSUED TO Monsanto Company	EFFECTIVE DATE OF THIS ENDORSEMENT 10-1-70



NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN	UNIVERSAL INSURANCE COMPANY
NORTHWESTERN NATIONAL CASUALTY COMPANY	OREGON AUTOMOBILE INSURANCE COMPANY
AMERICAN PREMIER INSURANCE COMPANY	NORTH PACIFIC INSURANCE COMPANY
PACIFIC AUTOMOBILE INSURANCE COMPANY	

99002 (5-59)

Countersigned by

John M. Hahn
AUTHORIZED AGENT

MONS 152699

It is agreed that Item 4 of the policy declarations "Limits of Liability" is completed to read as follows:

Section I - Company Limits - \$1,250,000 (5%) part of
\$25,000,000 excess of \$48,000,000

Section II - Underlying Limits - as per cover note SD4075
(copy attached)

*See end.
#4*

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
#2	XLP 401125

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
Monsanto Company	10-1-70



NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN
 NORTHWESTERN NATIONAL CASUALTY COMPANY
 AMERICAN PREMIER INSURANCE COMPANY
 PACIFIC AUTOMOBILE INSURANCE COMPANY
 UNIVERSAL INSURANCE COMPANY
 OREGON AUTOMOBILE INSURANCE COMPANY
 NORTH PACIFIC INSURANCE COMPANY

28092 (5-69)

Countersigned by *John M. Haker*
 AUTHORIZED AGENT

MONS 152700

It is agreed that whenever the words "Primary Insurance" appear, that they are amended to read "Underlying Insurance".

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
#1	XLP 401125

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
Monsanto Company	10-1-70



NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN
 NORTHWESTERN NATIONAL CASUALTY COMPANY
 AMERICAN PREMIER INSURANCE COMPANY
 PACIFIC AUTOMOBILE INSURANCE COMPANY
 UNIVERSAL INSURANCE COMPANY
 OREGON AUTOMOBILE INSURANCE COMPANY
 NORTH PACIFIC INSURANCE COMPANY

28002 (12-69)

Countersigned by

John M. Hoken
 AUTHORIZED AGENT

MONS 152701

No. XLP 401873

Renewal of: XLP 401125

DECLARATIONS

Item 1. Name of Insured: **MONSANTO COMPANY**
 Address: **800 North Lindbergh Blvd.**
St. Louis, Missouri 63166
 Address: No. Street Town County State
 and as further defined in the Primary Policy.

Item 2. Policy Period:
 From **10/1/73** To **4/1/76**
 12:01 A.M. Standard time at the address of the insured as stated herein



NORTHWESTERN NATIONAL
INSURANCE COMPANY
 OF MILWAUKEE, WISCONSIN
 ORGANIZED 1888

EXCESS THIRD PARTY LIABILITY POLICY
(EXCESS OVER ~~PRIMARY~~
UNDERLYING)

Broker: **Thomas E. Sears, Inc.** 30-1022
31 St. James Avenue
Boston, Massachusetts 02116

UNDERLYING

ITEM 3. PRIMARY INSURANCE		
INSURER'S NAME	POLICY NO'S. (including Renewals or Replacements)	DESCRIPTION OF COVERAGE
As per Insurance Cover Note No. SD 7090	Per Cover Note	Excess Broad Form Umbrella Liability Excluding Excess Fidelity

ITEM 4. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all the terms of this Policy having reference thereto.

SECTION I	IN EXCESS OF	SECTION II	SECTION III	COVERAGE
COMPANY LIMITS		UNDERLYING LIMITS	TOTAL LIMITS	
\$	Each Person	\$	\$	A. Bodily Injury Automobile
\$	Each Accident or Occurrence	\$	\$	
\$	Each Person	\$	\$	B. Bodily Injury Except Automobile
\$	Each Accident or Occurrence	\$	\$	
\$	Aggregate Products	\$	\$	
\$	Each Accident or Occurrence	\$	\$	C. Property Damage Auto
\$	Each Accident or Occurrence	\$	\$	
\$	Aggregate Operations	\$	\$	D. Property Damage Except Automobile
\$	Aggregate Protective	\$	\$	
\$	Aggregate Products	\$	\$	
\$	Aggregate Contractual	\$	\$	
\$ See Endt. No. 2	Each Accident or Occurrence	\$	\$	E. Combined Single Limit Bodily Injury and/or Property Damage
\$	Aggregate	\$	\$	
				F. Other

ITEM 5. PREMIUM COMPUTATION						
PREMIUM BASIS	ESTIMATED EXPOSURE	RATE	ESTIMATED PREM.	DEPOSIT PREM.	MINIMUM PREM.	AUDIT PERIOD
Flat Charge	-	-	-	\$1562.50	\$1562.50	N/A

Prepaid

Counter-
 signed at **Milwaukee, Wisconsin** on **December 12, 1973**

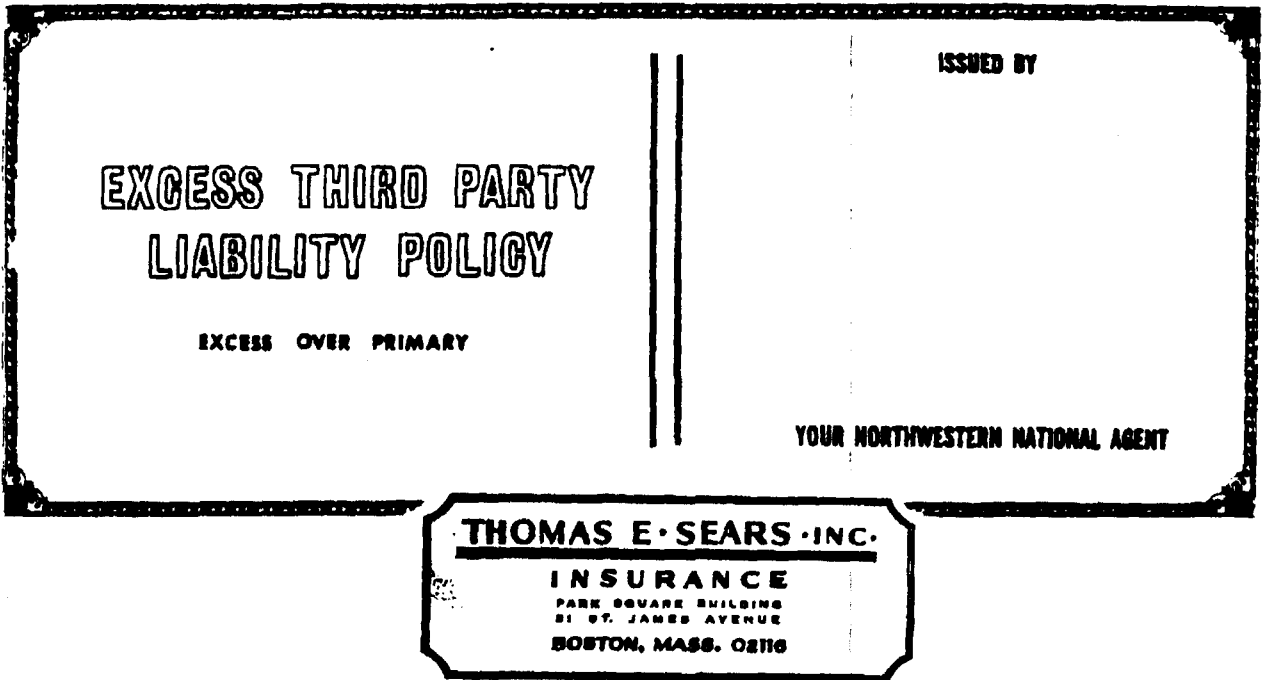
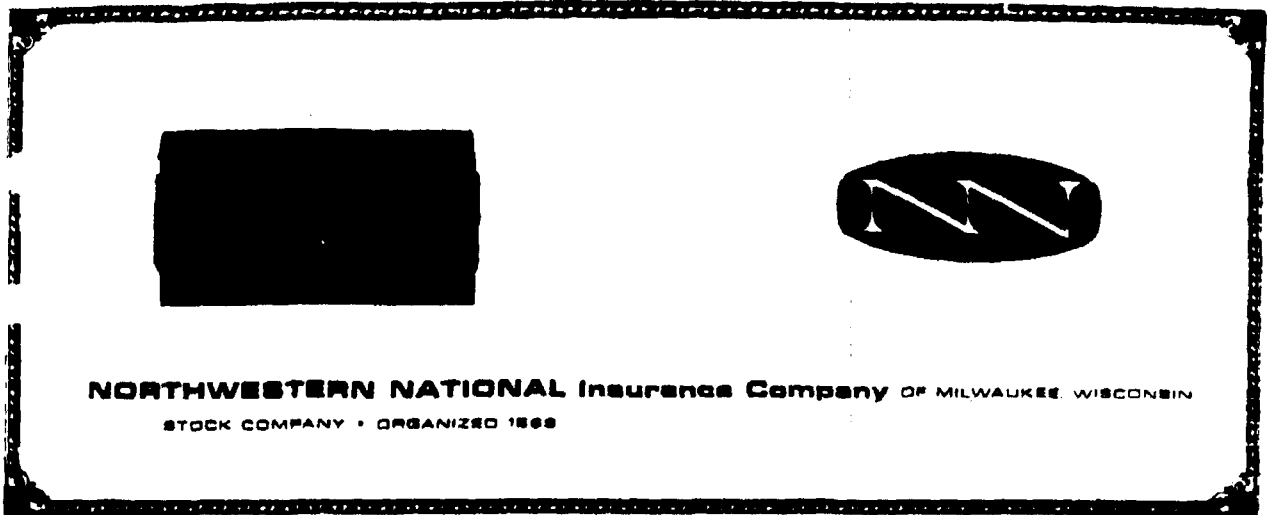
James E. Sigel
 Authorized Representative

THESE DECLARATIONS TOGETHER WITH FORM _____ DATED _____ XLP SERIES, CONSTITUTE THE ABOVE NUMBERED POLICY

1148

XLP-7800-0

MONS 153732



YOUR POLICY is written with an Insurance Group that has a background of over 90 years of growth and development. WRITING a general line of insurance, we would appreciate your considering us in placing additional protection through your Agent.

WE OPERATE only through agents since we believe that proper protection before a claim and helpful consideration after a claim can best be attained by a local man—your friend and neighbor.

In the event you have any claim, serious or otherwise, you will be glad that your insurance was placed in a strong, experienced Insurance Group and serviced by someone who is always willing to help and advise—our Agent.

REPORT TO YOUR AGENT all losses which you believe are insured in this policy. The prompt reporting of all losses covered by this policy enables us to render our best service to you. Burglary and theft losses should also be reported to the proper law enforcement agency in your community.

KLP-7800

MONS 153733

**EXCESS THIRD PARTY LIABILITY POLICY
(EXCESS OVER PRIMARY)**

INSURING AGREEMENT

In consideration of the payment of premium stated in the Declarations, the Northwestern National Insurance Company, Milwaukee, Wisconsin, herein called the Company, agrees to indemnify the Insured, in accordance with the applicable insuring agreements of the Primary Insurance, against loss subject to the limits stated in Item 4, Section I of the Declarations and as fully, and to all intents and purposes as though the Primary Insurance had been issued for the limits set forth in Item 4, Section III of the Declarations. This Policy shall apply only to coverages for which an amount is indicated in Item 4, Section I, and then only in excess of the corresponding amount as indicated in Item 4, Section II of the Declarations.

DEFINITIONS

1. **Loss.** The word "loss" shall be understood to mean the sums paid in settlements of losses for which the Insured is liable after making deductions for all other recoveries, salvage and other insurances (other than recoveries under the policy/ies of the Primary Insurer), whether recoverable or not, and shall exclude all expenses and costs.
2. **Costs.** The word "costs" shall be understood to mean interest on judgments, investigations, adjustments and legal expenses (excluding, however, all expenses for salaried employees and retained counsel of and all office expenses of the Insured).
3. **Primary Insurance.** The term "primary insurance" shall be understood to mean the policy (policies) described in Item 5.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any Liability coverage of this Policy or of any endorsement used herewith does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1984, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or disposed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this Policy

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1984 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

(2)

MONS 153734

ENDORSEMENT NO. 4

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD 6051 of Underwriters at Lloyd's of London.

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy		
POLICY NO.	ISSUED TO	EFFECTIVE DATE



39002 (3-72)

Countersigned by

AUTHORIZED AGENT

MONS 153735

ENDORSEMENT NO. 3

Item 5 of the Conditions is hereby amended in part to read as follows: "This Policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective".

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy		
POLICY NO.	ISSUED TO	EFFECTIVE DATE



39002 (3-72)

Countersigned by

AUTHORIZED AGENT

MONS 153736

ENDORSEMENT NO. 2

It is agreed that Item 4 of the policy declarations "Limits of Liability" is completed to read as follows:

Section I - Company Limits - \$1,250,000 part of \$30,000,000 excess of \$48,000,000 any one occurrence and in the aggregate annually separately in respect of Products Liability and Personal Injury by Occupational Disease.

Section II - Underlying Limits - As per Cover Note SD 7090.

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy		
POLICY NO.	ISSUED TO	EFFECTIVE DATE



39002 13-721

Countersigned by

AUTHORIZED AGENT

MONS 153737

ENDORSEMENT NO. 1

It is agreed that whenever the words "Primary Insurance" appear, that they are amended to read "Underlying Insurance".

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy		
POLICY NO.	ISSUED TO	EFFECTIVE DATE

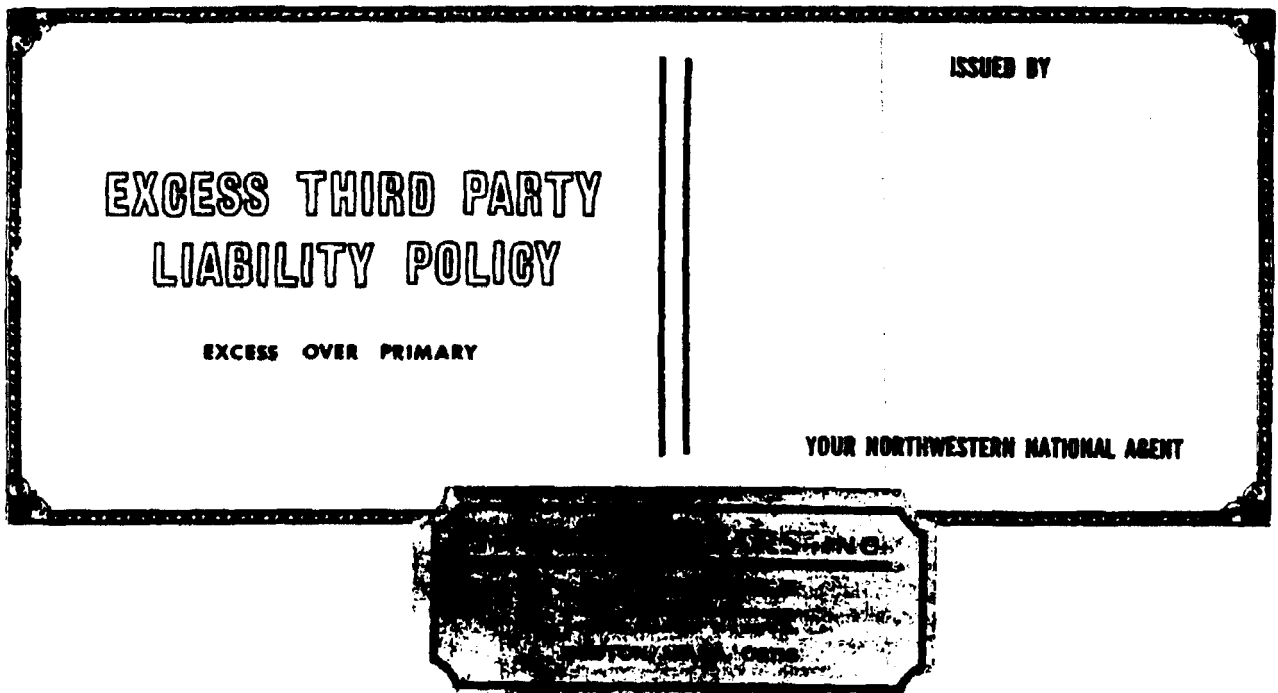
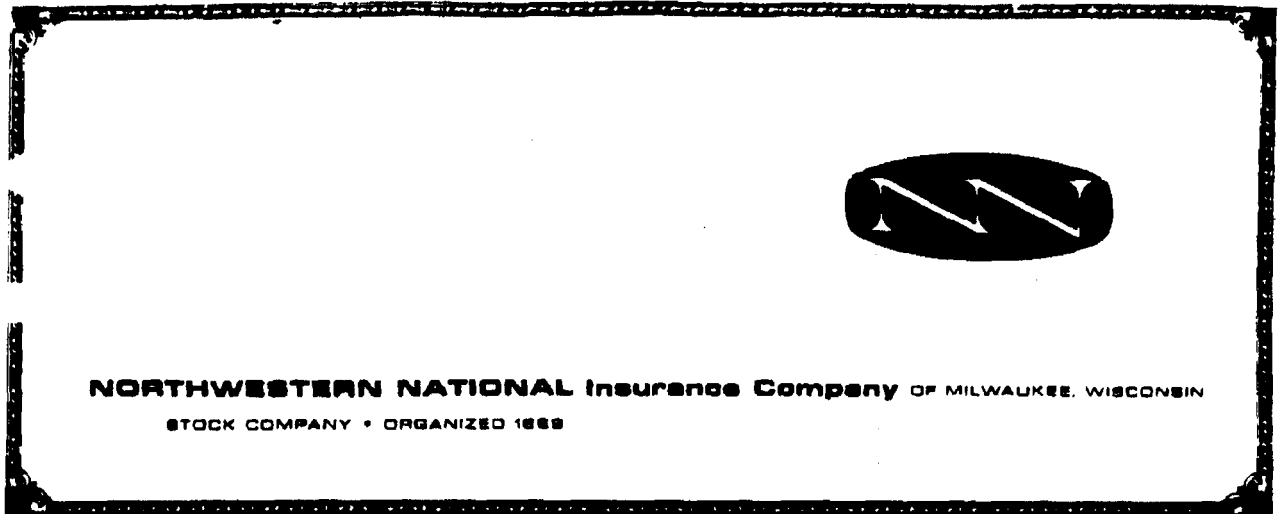


39002 13-721

Countersigned by

Israel S. Dignel
AUTHORIZED AGENT

MONS 153738



YOUR POLICY is written with an Insurance Group that has a background of over 90 years of growth and development.

WRITING a general line of insurance, we would appreciate your considering us in placing additional protection through your Agent.

WE OPERATE only through agents since we believe that proper protection before a claim and helpful consideration after a claim can best be attained by a local man—your friend and neighbor.

In the event you have any claim, serious or otherwise, you will be glad that your insurance was placed in a strong, experienced Insurance Group and serviced by someone who is always willing to help and advise—our Agent.

REPORT TO YOUR AGENT all losses which you believe are insured in this policy. The prompt reporting of all losses covered by this policy enables us to render our best service to you. Burglary and theft losses should also be reported to the proper law enforcement agency in your community.

XLP 7800

MONS 153327

**EXCESS THIRD PARTY LIABILITY POLICY
(EXCESS OVER PRIMARY)**

INSURING AGREEMENT

In consideration of the payment of premium stated in the Declarations, the Northwestern National Insurance Company, Milwaukee, Wisconsin, herein called the Company, agrees to indemnify the Insured, in accordance with the applicable insuring agreements of the Primary Insurance, against loss subject to the limits stated in Item 4, Section I of the Declarations and as fully, and to all intents and purposes as though the Primary Insurance had been issued for the limits set forth in Item 4, Section III of the Declarations. This Policy shall apply only to coverages for which an amount is indicated in Item 4, Section 1, and then only in excess of the corresponding amount as indicated in Item 4, Section II of the Declarations.

DEFINITIONS

1. **Loss.** The word "loss" shall be understood to mean the sums paid in settlements of losses for which the Insured is liable after making deductions for all other recoveries, salvages and other insurances (other than recoveries under the policy/ies of the Primary Insurer), whether recoverable or not, and shall include all expense and costs.
2. **Costs.** The word "costs" shall be understood to mean interest on judgments, investigations, adjustment and legal expenses (excluding, however, all expense for salaried employees and retained counsel of and all office expenses of the Insured).
3. **Primary Insurance.** The term "primary insurance" shall be understood to mean the policy (policies) described in Item 3.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Policy or of any endorsement used herewith does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this Policy

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

(2)

MONS 153328

No. XLP 401873

Renewal of: XLP 401125

DECLARATIONS

Item 1. Name of
MONSANTO COMPANY
Insured:
800 North Lindbergh Blvd.
St. Louis, Missouri 63166
Address: No. Street Town County State
and as further defined in the Primary Policy.

Item 2. Policy Period:
From 10/1/73 To 4/1/76
12:01 A.M., Standard time at the address of the Insured as stated herein



EXCESS THIRD PARTY LIABILITY POLICY
(EXCESS OVER ~~CHARGE~~
UNDERLYING)

Broker: Thomas E. Sears, Inc. 30-1022
31 St. James Avenue
Boston, Massachusetts 02116

UNDERLYING

ITEM 3. ~~PRIMARY~~ INSURANCE

INSURER'S NAME	POLICY NO'S. (Including Renewals or Replacements)	DESCRIPTION OF COVERAGE
As per Insurance Cover Note No. SD 7090	Per Cover Note	Excess Broad Form Umbrella Liability Excluding Excess Fidelity

ITEM 4. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all the terms of this Policy having reference thereto.

SECTION I COMPANY LIMITS	IN EXCESS OF	SECTION II UNDERLYING LIMITS	SECTION III TOTAL LIMITS	COVERAGE
\$ Each Person		\$	\$	A. Bodily Injury Automobile
\$ Each Accident or Occurrence		\$	\$	
\$ Each Person		\$	\$	B. Bodily Injury Except Automobile
\$ Each Accident or Occurrence		\$	\$	
\$ Aggregate Products		\$	\$	C. Property Damage Auto
\$ Each Accident or Occurrence		\$	\$	
\$ Each Accident or Occurrence		\$	\$	D. Property Damage Except Automobile
\$ Aggregate Operations		\$	\$	
\$ Aggregate Protective		\$	\$	
\$ Aggregate Products		\$	\$	
\$ Aggregate Contractual		\$	\$	
\$ See Endt. \$ No. 2	Each Accident or Occurrence	\$	\$	E. Combined Single Limit Bodily Injury and/or Property Damage
	Aggregate	\$	\$	
				F. Other

ITEM 5. PREMIUM COMPUTATION

PREMIUM BASIS	ESTIMATED EXPOSURE	RATE	ESTIMATED PREM.	DEPOSIT PREM.	MINIMUM PREM.	AUDIT PERIOD
Flat Charge	-	-	-	\$1562.50	\$1562.50	N/A

Prepaid

Counter-
signed at Milwaukee, Wisconsin on December 12, 1973, *[Signature]*
Authorized Representative

THESE DECLARATIONS TOGETHER WITH FORM _____ DATED _____ XLP SERIES, CONSTITUTE THE ABOVE NUMBERED POLICY

nas

XLP 7800-D

MONS 153329

No. XLP 403537

(COVER NOTE SD1028)

Renewal of: XLP 40 18 73

DECLARATIONS

Item 1. Name MONSANTO COMPANY, ET AL
 of PER SCHEDULE ON FILE WITH COMPANY
 Insured: 800 North Lindbergh Blvd.
 St. Louis, Missouri 63166

Address: No. Street Town County State

and as further defined in the Primary Policy.

Item 2. Policy Period:

From April 1, 1976 To April 1, 1977
 12:01 A.M., Standard time at the address of the insured as stated herein



NORTHWESTERN NATIONAL
 INSURANCE COMPANY
 OF MILWAUKEE, WISCONSIN
 ORGANIZED 1889

EXCESS THIRD PARTY LIABILITY POLICY
 (EXCESS OVER ~~PRIMARY~~
 UNDERLYING)

Broker: Thomas E. Sears, Inc. 30-1022
 31 St. James Avenue
 Boston, Massachusetts 02116

ITEM 3. PRIMARY INSURANCE

INSURER'S NAME	POLICY NO.'S. (Including Renewals or Replacements)	DESCRIPTION OF COVERAGE
Per Insurance Cover Note No. SD 9031/UGL0285		Excess Broad Form Umbrella Liability Excluding Excess Fidelity

ITEM 4. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all the terms of this Policy having reference thereto.

SECTION I	IN EXCESS OF	SECTION II	SECTION III	COVERAGE
COMPANY LIMITS		UNDERLYING LIMITS	TOTAL LIMITS	
\$ Each Person		\$	\$	A. Bodily Injury Automobile
\$ Each Accident or Occurrence		\$	\$	
\$ Each Person		\$	\$	B. Bodily Injury Except Automobile
\$ Each Accident or Occurrence		\$	\$	
\$ Aggregate Products		\$	\$	
\$ Each Accident or Occurrence		\$	\$	C. Property Damage Auto
\$ Each Accident or Occurrence		\$	\$	
\$ Aggregate Operations		\$	\$	
\$ Aggregate Protective		\$	\$	D. Property Damage Except Automobile
\$ Aggregate Products		\$	\$	
\$ Aggregate Contractual		\$	\$	
\$ Each Accident or Occurrence		\$	\$	E. Combined Single Limit Bodily Injury and/or Property Damage
\$ Aggregate		\$	\$	
Per Endorsement No. 1				F. Other

ITEM 5. PREMIUM COMPUTATION

PREMIUM BASIS	ESTIMATED EXPOSURE	RATE	ESTIMATED PREM.	DEPOSIT PREM.	MINIMUM PREM.	A.D.T. PER 100
Flat Charge	-	-	-	\$1,500.	\$1,500.	-

Counter-
 signed at Milwaukee, Wisconsin on April 9, 1976 by

James H. Dingle
 Authorized Representative

THESE DECLARATIONS TOGETHER WITH FORM _____ DATED _____ XLP SERIES, CONSTITUTE THE ABOVE NUMBERED POLICY

nas

XLP-7800 D

MONS 153873



NORTHWESTERN NATIONAL INSURANCE COMPANY
OF MILWAUKEE, WISCONSIN

STOCK COMPANY • ORGANIZED 1869

**EXCESS THIRD PARTY
LIABILITY POLICY**

EXCESS OVER PRIMARY

ISSUED BY

YOUR NORTHWESTERN NATIONAL AGENT

YOUR POLICY is written with an Insurance Group that has a background of over 90 years of growth and development.

WRITING a general line of insurance, we would appreciate your considering us in placing additional protection through your Agent.

WE OPERATE only through agents since we believe that proper protection before a claim and helpful consideration after a claim can best be attained by a local man—your friend and neighbor.

In the event you have any claim, serious or otherwise, you will be glad that your insurance was placed in a strong, experienced Insurance Group and serviced by someone who is always willing to help and advise—our Agent.

• • •

REPORT TO YOUR AGENT all losses which you believe are insured in this policy. The prompt reporting of all losses covered by this policy enables us to render our best service to you. Burglary and theft losses should also be reported to the proper law enforcement agency in your community.

XLP 7800

MONS 153874

**EXCESS THIRD PARTY LIABILITY POLICY
(EXCESS OVER PRIMARY)**

INSURING AGREEMENT

In consideration of the payment of premium stated in the Declarations, the Northwestern National Insurance Company, Milwaukee, Wisconsin, herein called the Company, agrees to indemnify the Insured, in accordance with the applicable insuring agreements of the Primary Insurance, against loss subject to the limits stated in Item 4, Section I of the Declarations and as fully, and to all intents and purposes as though the Primary Insurance had been issued for the limits set forth in Item 4, Section III of the Declarations. This Policy shall apply only to coverages for which an amount is indicated in Item 4, Section I, and then only in excess of the corresponding amount as indicated in Item 4, Section II of the Declarations.

DEFINITIONS

1. **Loss.** The word "loss" shall be understood to mean the sums paid in settlements of losses for which the Insured is liable after making deductions for all other recoveries, salvages and other insurances (other than recoveries under the policy/ies of the Primary Insurer), whether recoverable or not, and shall exclude all expense and costs.
2. **Costs.** The word "costs" shall be understood to mean interest on judgments, investigations, adjustment and legal expenses (excluding, however, all expense for salaried employees and retained counsel of and all office expense of the Insured).
3. **Primary Insurance.** The term "primary insurance" shall be understood to mean the policy (policies) described in Item 3.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Policy or of any endorsement used herewith does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this Policy

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

(2)

MONS 153875

ENDORSEMENT NO. 4

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD 9031/UGL0285 of the Underwriters at Lloyd's of London.

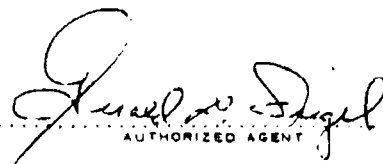
This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy		
POLICY NO.	ISSUED TO	EFFECTIVE DATE



39002 (3-72)

Countersigned by


AUTHORIZED AGENT

MONS 153876

ENDORSEMENT NO. 3

It is agreed that Item 5 of the Conditions is hereby amended in part to read as follows:

"This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective".

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy		
POLICY NO.	ISSUED TO	EFFECTIVE DATE



39002 (3-72)

Countersigned by

Donald R. Stiegel
AUTHORIZED AGENT

MONS 153877

ENDORSEMENT NO. 2

It is agreed that whenever the words "Primary Insurance" appear that they are amended to read "Underlying Insurance".

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy. _____

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy		
POLICY NO.	ISSUED TO	EFFECTIVE DATE



39002 (3-72)

Countersigned by

James H. Sigel
AUTHORIZED AGENT

MONS 153878

ENDORSEMENT NO. 1

It is agreed that Item 4 of the Declarations, Limits of Liability, is completed to read as follows:

Section I - Company Limits - \$1,250,000 part of \$30,000,000 excess of \$48,000,000 any one occurrence and in the aggregate annually separately in respect of Products Liability and Personal Injury by Occupational Disease.

Section II - Underlying Limits - As per Cover Note SD 9031/UGL0285.

This endorsement forms a part of and is for attachment to the following described policy issued by the NORTHWESTERN NATIONAL INSURANCE GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy		
POLICY NO.	ISSUED TO	EFFECTIVE DATE



38002 (3-72)

Countersigned by

Israel S. Singel
AUTHORIZED AGENT

MONS 153879

ATTACH DECLARATIONS PAGE HERE, ALONG WITH ANY ENDORSEMENTS

(Note: Attach Declarations page so that top of page is flush with top edge of this jacket and left edge is flush with fold or left.)

MONS 153880

CONDITIONS

1. It is agreed that this Policy, except as herein stated, is subject to all conditions, agreements and limitations of and shall follow the Primary Insurance in all respects, including changes by endorsement and the Insured shall furnish the Company with copies of such changes. It is further agreed should any alteration be made in the premium for the policy/ies of the Primary Insurers during the period of this Policy then the premium hereon other than the Minimum Premium shall be adjusted accordingly.
2. Notice of any accident, which appears likely to involve this Policy, shall be given to the Company, which at its own option, may, but is not required to, participate in the investigation, settlement or defense of any claim or suit. In the event expense and/or costs in connection with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or Primary Insurer, the Company, in addition to its limits of liability as expressed in Item 4, Section I of the Declarations, shall be liable for no greater proportion of such expense and/or costs than the amount payable by the Company under this Policy bears to the total loss payment.
3. With respect to each coverage in Item 4, Section I of the Declarations, the Bodily Injury limit applicable to each accident is subject to the limit specified as applicable to each person. There is no limit to the number of accidents for which claims may be brought hereunder (provided such accidents occur during the period of this Policy) except as provided by aggregate limits which, with respect to Item 4, Section I, when inserted therein apply to all accidents happening during each twelve months' term of the Policy.
4. All salvages, recoveries or payments recovered or received subsequent to a loss settlement under the Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.
5. This Policy may be cancelled by the named Insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the named Insured at the address shown in this Policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender, or the effective date and hour of cancellation stated in the notice, shall become the end of the Policy Period. Delivery of such written notice either by the named Insured or by the Company shall be equivalent to mailing.
 If the named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
 In the event of the cancellation or termination of the primary insurance or a renewal thereof, this Policy, to the extent of such cancellation or termination, shall cease to apply at the same time without notice to the Insured.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its president and secretary at Milwaukee, Wisconsin, and countersigned on the declarations page by a duly authorized representative of the Company.

Secretary

President

THOMAS E. SEARS, INC.

INSURANCE

TELEPHONE 617 450-8200
TELEX NUMBER 94-0632

PARK SQUARE BUILDING
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

Insurance Cover Note—No.: SD1028/
Renewal of: SD7090/ULP401873

This is to certify that the undersigned have procured insurance as hereinafter specified ~~THOMAS E. SEARS, INC.~~
~~MONSANTO COMPANY~~

ASSURED: MONSANTO COMPANY
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

RISKS OR HAZARDS COVERED:

Broad Form Umbrella Liability Insurance excluding Excess Fidelity.
This Insurance is to cover up to an amount of **\$1,250,000** part of \$30,000,000
ultimate net loss each occurrence subject to an annual aggregate of
\$1,250,000 part of \$30,000,000 ultimate net loss separately in respect of
Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$1,250,000 part of \$30,000,000 as indicated above, but only to pay the excess
of: 1) \$48,000,000 Umbrella Coverage which in turn is in excess of the
greater of:
2)a. Underlying Insurance as set forth in Cover Note No. SD9031/UGL028;
or
b. \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM: April 1, 1976

TO: April 1, 1977

Both Days 12:01 A.M.
Standard Time

PREMIUM: \$38,000 (For 100% of Cover)
\$1,500 (For 12.5/300ths Excess)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached
hereto:

Radioactive Contamination Exclusion Clause—Liability—Direct #N.M.A. 1477
Nuclear Incident Exclusion Clause—Liability—Direct (Broad) # N.M.A. 1256
Seepage, Pollution & Contamination Exclusion Clause No. 2 # N.M.A. 1684
Industries, Seepage, Pollution & Contamination Clause No. 3 # N.M.A. 1685

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to
all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms
and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 5th day of April 19 76

THOMAS E. SEARS, INC.

By
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the in-
surance or of any occurrence which may result in loss covered by the insurance.)

MONS 153864

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured, or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than 60 days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

*sixty (60)

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
27 WILLIAM STREET, NEW YORK, NEW YORK 10005

, and
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 153865

THOMAS E. SEARS, INC.

U.S.A.NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability).

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy*

does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by, or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" includes radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 150 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60

N.M.A. 1256

MONS 153866

THOMAS E. SEARS, INC.

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Printed at Lloyd's, London, England.

13/3/84

N.M.A. 1477

MONS 153867

THOMAS E. SEARS, INC.

SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (3) Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured.
- (4) Removal of, loss of or damage to sub-surface oil, gas or any other substance, the property of others.
- (5) Fines, penalties, punitive or exemplary damages.

22/1/70.

N.M.A. 1694.

MONS 153868

THOMAS E. SEARS, INC.

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70.

N.M.A. 1685.

MONS 153869

ENDORSEMENT

Endorsement No.

3

INSURED: **MONSANTO COMPANY**

It is understood and agreed that **12.5/100ths** of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
NORTHWESTERN NATIONAL INSURANCE GROUP	12.5/100ths being \$1,250,000

Attached to and forming part of **SD1028/** of the

NORTHWESTERN NATIONAL INSURANCE GROUP

THOMAS E. SEARS, INC.

BY:

**THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116**

MONS 153870

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. **2**

April 1, 1976

It is understood and agreed that Seepage, Pollution and Contamination Exclusion Clause N.M.A. 1684 applies as respects operations over, on or under water and Industries, Seepage, Pollution and Contamination Clause N.M.A. 1685 applies as respects all other operations.

All other policy conditions remain unchanged.

Attached to and forming part of **SD1028/** of the

NORTHWESTERN NATIONAL INSURANCE GROUP

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

MONS 153871

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 1

April 1, 1976

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD9031/UGL0285 of Underwriters at Lloyd's of London.

All other policy conditions remain unchanged.

Attached to and forming part of SD1028/ of the

NORTHWESTERN NATIONAL INSURANCE GROUP

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

MONS 153872